

SECONDARY AGREEMENT

BETWEEN

The Department of Labor and Economic Growth

and

The Michigan State Employees Association

For Employees in the

Labor & Trades

and

Safety and Regulatory Units

Effective upon approval by the Civil Service Commission through December 31, 2010

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ARTICLE 4

SECTION C BULLETIN BOARDS

Locations of new bulletin boards for the Michigan State Employees Association (MSEA) may be requested, by the work site designee, steward, and/or Department of Labor and Economic Growth Chief Spokesperson to the appropriate Departmental representative. MSEA would be allowed to identify the bulletin board by placing its name on the board.

SECTION G TELEPHONE DIRECTORY

The Department of Labor and Economic Growth utilizes the State of Michigan telephone directory. Should the Department develop its own directory, the telephone number of the MSEA Central Office shall be included.

SECTION H OFFICE SPACE

The Department agrees that when suitable space is available at the Michigan Career and Technical Institute, it will be made available to MSEA. Local management and the MSEA Spokesperson or a person duly designated by MSEA shall mutually agree on the location.

Office space provided to MSEA is for the activities of both units represented by MSEA.

Offices will be accessible during the usual hours that the building is open. Arrangements may be made with local management for access at other times.

The MSEA local is directly responsible for the telephone installation. Installation shall be coordinated with the appropriate administrative office.

SECTION I ACCESS TO PREMISES

Upon arrival at the work location, the MSEA representative will notify the local Departmental representative of his/her arrival and identify himself/herself as a representative of MSEA. Departmental representative will call the employee from his/her work station and provide a meeting place for employee and the MSEA representative.

SECTION J MSEA PRESENTATION

Any new exclusively represented employee shall, within five (5) working days of being hired, be allowed introduction to the local MSEA representative. Within thirty (30) calendar days of MSEA's notification, an MSEA representative shall be allowed a thirty (30) minute presentation to explain to new exclusively represented employees MSEA's rights and obligations as an exclusive representative. A total of thirty (30) minutes shall be allowed if and when the introduction and presentation occur concurrently. Up to thirty (30) minutes of travel time is permissible.

ARTICLE 7

SECTION B MSEA OFFICERS

Departmental employees who are duly elected or appointed members of MSEA's Board of Directors, Executive Council Members and Departmental Caucus Spokespersons, shall furnish their immediate supervisor with written notification of their intent to attend scheduled board meetings at least two (2) work days before the start of the pay period in which the leave is to be used, or two (2) work days in advance of the date that work schedules must be established, in accordance with Article 14, Section D, of this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

The Employer Representative at Step One of the Grievance Procedure is designated by Bureau or Office as Follows:

Commercial Services	First Line Supervisor
Construction Codes	First Line Supervisor
Finance	First Line Supervisor
Fire Services	First Line Supervisor
Liquor Control Commission	Second Line Supervisor
Michigan Commission for the Blind	First Line Supervisor
MIOSHA	First Line Supervisor
MRS	First Line Supervisor
UIA	First Line Supervisor
Wage & Hour	First Line Supervisor

ARTICLE 12

SECTION A 2 SEASONAL LAYOFF AND RECALL PROCEDURES

Should seasonal employees be used by the Department at some time in the future, the following layoff and recall procedures will be used:

When the employer determines that a seasonal employee will not be able to be returned from seasonal layoff, the least senior seasonal employee in the class statewide shall be laid off. A reduction in force during a season shall also be considered a layoff.

The seasonal employee upon seasonal layoff shall retain full job retention rights, by division, at the work location.

Return from Seasonal Layoff:

Return of seasonal employees from seasonal layoff shall be offered in seniority order, i.e., the most senior seasonal employee in the class at the work location shall be offered return from seasonal layoff first.

SECTION C 1 LAYOFF AND RECALL PROCEDURES

The Primary Layoff Units are defined as the bureaus and offices, which have bureau status, as indicated on the current Department Organizational Chart.

Each of the above is a separate primary layoff unit.

Newly established bureaus shall each be a separate primary layoff unit.

The Secondary Layoff Unit is defined as statewide within the entire Department.

Employees affected by layoff shall either accept layoff or bump the least senior position in the following sequence:

- 1) County of their assignment within the primary layoff unit
- 2) Designated region in the primary layoff unit
- 3) Statewide within the primary layoff unit
- 4) Statewide within the secondary layoff unit

For the purpose of this article, Ingham and Eaton will be considered one county of assignment.

REGION 1 Consists of the Upper Peninsula and Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Kalkaska, Leelanau, Montmorency, Oscoda, Otsego, and Presque Isle

REGION 2 Consists of Allegan, Barry, Berrien, Cass, Ionia, Kalamazoo, Kent, Lake, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren, and Wexford

REGION 3 Consists of Arenac, Bay, Branch, Calhoun, Clare, Clinton, Eaton, Genesee, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Iosco, Isabella, Jackson, Livingston, Midland, Ogemaw, Roscommon, Saginaw, Shiawassee, and Tuscola

REGION 4 Consists of Lapeer, Lenawee, Macomb, Monroe, Oakland, Sanilac, St. Clair, Washtenaw, and Wayne

SECTION D BUMPING BETWEEN EMPLOYMENT TYPES

Employees shall exercise bumping rights under the provisions of this article only as indicated below:

1. A. Full time employees first replace less senior full time employees.
B. The least senior full time employees are then given the option of replacing less senior part-time employees or accepting layoff; then of replacing less senior permanent-intermittent employees or of accepting layoff.
2. A. Part-time employees first replace less senior part-time employees.
B. The least senior part-time employees are then given the option of replacing less senior permanent-intermittent employees or of accepting layoff; then of replacing less senior full time employees or of accepting layoff.
3. A. Permanent-intermittent employees replace less senior permanent-intermittent employees.
B. The least senior permanent-intermittent employees are then given the option of replacing less senior part-time employees or of accepting layoff; then of replacing less senior full time employees or of accepting layoff.
4. Seasonal employees shall only be allowed to bump the less senior seasonal employee.

1
2 The attribute of full-time or permanent-intermittent accrues to the position, not the
3 individual. Therefore, if an employee bumps (for example) from a full time to a part-
4 time position, that employee will work part-time. Part-time and permanent-
5 intermittent employees may only replace full time employees if they have achieved
6 Civil Service status in a class.
7
8

9 **ARTICLE 13**

10 **SECTION A 8 WORK LOCATION**

- 11
12
13 A. For Labor and Trades work locations shall be defined in accordance with
14 the Primary Agreement.
15
16 B. For Safety and Regulatory Units a work location, in a bureau, is a county,
17 except that Ingham and Eaton counties shall be considered as one work
18 location, or in those instances where employees have a geographic area
19 of assignment larger than a county, the geographic area of assignment
20 shall be considered the work location.
21
22

23 **SECTION A 9 ASSIGNMENT AND TRANSFER -- WORK SITE**

24
25 For purposes of this Article, each of the following shall be considered a separate
26 work site:
27

- 28 1) A building within a work location;
29
30 2) In metro-Lansing area, the various administrative office locations for the
31 Department of Labor and Economic Growth shall be considered as a
32 single work site;
33
34 3) For those employees not assigned to a building within a work location, the
35 employee's work site shall be the city or town in which the employee has
36 his/her office or the city or town nearest to the area where the majority of
37 his/her work is performed; or such other city, town or area as may be
38 designated by the agency head.
39
40

41 **SECTION A 10 WORK UNIT**

42
43 Within the Department of Labor and Economic Growth, a work unit shall be defined
44 as a bureau or an office with bureau status.
45
46

1 **SECTION D 2 NEW WORK SITE OR WORK LOCATION NOTICE**

2
3 A DLEG Bureau will provide MSEA employees with a notice advising MSEA
4 employees of a new work site or work location prior to the general posting for
5 recruitment of applicants for vacant positions. Notice will be provided no later than
6 the tenth of the month, to allow employees time to submit a transfer request in
7 accordance with Article 13 C1 of the primary agreement. Positions will not be
8 posted until the first of the following month.
9

10
11 **ARTICLE 14**

12
13 **SECTION D WORK SCHEDULES**

14
15 In a bureau or a facility where multiple shifts and multiple start times are available,
16 the shift and start times will be assigned by the bidding process and filled on the
17 basis of seniority. The bidding process will apply to a newly created or vacant
18 positions. In the event no employee bids for a particular shift or start time,
19 management will assign the least senior qualified employee.
20

21
22 **SECTION E MEAL PERIODS**

23
24 The parties agree that field employees will take a 30 or 60-minute meal period near
25 the midpoint of the day. The employee may elect to take a 30 or 60-minute meal
26 period based on work requirements. Both parties agree that the meal period may be
27 extended to 60 minutes by the Department for operational needs, i.e. conferences,
28 training, meetings, office coverage etc.
29

30
31 **SECTION G WASH-UP TIME**

32
33 All MSEA represented employees in the Department shall be allowed five (5)
34 minutes before lunch and five (5) minutes at the end of the work day, to wash-up
35 and prepare for lunch or to go home. Certain classifications from time to time may
36 require longer periods of time to clean up due to their particular task such as
37 painters, automotive mechanics, laborers, etc. This provision shall in no way limit
38 the supervisor's ability to allow for a longer clean-up period on a case-by-case basis
39 using reasonable discretion.
40

41 Clean-up time will start from the time the employee returns to the work location or
42 where clean-up facilities are available.
43

44
45 **SECTION K MODIFIED WORK SCHEDULES**

1 Department of Labor & Economic Growth (DLEG) Bureaus may adopt a modified
2 work schedule program for MSEA members, based upon operational needs.

3 4 **I. Definitions**

5
6 A. Work schedules are defined as an employee's assigned hours, days of the
7 week, days off, and shift rotation. Schedules not maintained on a regular
8 basis or fixed rotation shall be posted as far in advance as possible, but at
9 least fourteen (14) calendar days prior to the beginning of the pay period
10 to be worked.

11
12 B. Modified Work Schedule: An approved work schedule, which maintains
13 eighty (80) hours of work per pay period but is not strictly composed of
14 eight (8) hour workdays.

15
16 C. Core Time: The required hours of work per workday between 8:00 a.m.
17 and 5:00 p.m. Where appropriate, bureaus may establish alternative core
18 time hours.

19
20 D. Non-Exempt Employees: Employees who are eligible to receive overtime
21 under the Civil Service Compensation Plan, and are covered by the Fair
22 Labor Standards Act.

23
24 E. Tardiness: The act of reporting late.

25
26 F. Absenteeism: Failure to be at the prescribed work location during the
27 assigned work schedule without prior supervisory authorization.

28 29 **II. Conditions**

30
31 Modified work schedule participation is a privilege granted to employees by
32 the Department of Labor & Economic Growth. Established work schedules
33 will in all cases be in the best interest of the state. Bureaus may elect to
34 either participate in the Modified Work Schedule Program or not. Areas within
35 participating bureaus may be excluded from participating in the Modified Work
36 Schedule Program based on the effective and efficient delivery of services,
37 safety of the employees, energy conservation or discharging of
38 responsibilities assigned to the respective bureau.

39
40 A. Employees may request modified work schedules on a voluntary basis.
41 To be eligible to participate in the Modified Work Schedule Program,
42 employees must be full time, have worked for the Department of Labor &
43 Economic Growth for twelve (12) consecutive months, and are in good
44 standing. In instances involving coordination of schedules for training
45 purposes or where an employee has previously worked for the

1 Department of Labor & Economic Growth, the twelve (12) month waiting
2 period may be waived.

3
4 MSEA employees have two options available in the Modified Work
5 Schedule Program:

6
7 Option I: Nine (9) hours per day for four (4) days, one half day working
8 and one half day off during the workweek.

9
10 Option II: Four (4) days at ten (10) hours per day with one (1) day off.

11
12 Bureaus may elect to limit employee participation to one option. Where
13 such a limit occurs, the bureau will be responsible for notifying its
14 employees.

- 15
16 B. Employees have the right to remain on traditional (normal) work
17 schedules.
- 18
19 C. Approval and continuation of a modified work schedule shall be at the sole
20 discretion of the Appointing Authority or those delegated to authorize
21 modified work schedules.
- 22
23 D. Employees who are experiencing work performance difficulties,
24 attendance problems, or receive a counseling memo, disciplinary action,
25 or any correctional action may be removed from a modified work
26 schedule.
- 27
28 E. When the Appointing Authority, bureau, commission, division, section, or
29 unit elects to terminate or revise the modified work schedule, one (1) pay
30 period advance notice to the affected employee(s) shall be provided
31 except in instances as outlined in items, D, N, and P.
- 32
33 F. An employee may elect to terminate their modified work schedule
34 participation provided one pay period advance notice is given to the
35 immediate supervisor. Where an employee has elected to terminate
36 participation in the modified work schedule, they must wait six (6) months
37 before they can sign up again.
- 38
39 G. Employees authorized to work a modified work schedule that are
40 reassigned or transfer to another supervisor must resubmit their request
41 for authorization of participation in a modified work schedule to their new
42 supervisor.
- 43
44 H. Modified work schedules shall include a minimum of thirty-two (32) hours
45 each week of core time. The remaining eight (8) hours of work may be

varied provided the employee is not scheduled to work in excess of ten (10) hours per day.

- I. When an employee is absent, the absence should be covered with sick or annual leave in the amount equal to the number of hours that the employee had been scheduled to work that day.
- J. On paid holidays, only eight (8) hours of pay shall be authorized as holiday payment for eligible employees. Employees working modified schedules shall be required to supplement their scheduled hours with annual leave credits or make alternate scheduling arrangements with prior supervisory approval for the pay period in which the holiday occurs.
- K. Eligible non-exempt employees working modified schedules shall only be entitled to daily overtime compensation for those authorized overtime hours in excess of the established modified schedule or work hours for that day.
- L. Eligible non-exempt employees shall be compensated for authorized overtime in excess of forty (40) hours in a workweek. This existing overtime regulation cannot be waived. Exempt employees shall not be compensated for time worked in excess of 40 hours in a week, unless it is outside of those hours worked under the modified work schedule and it was previously approved by the Department of Civil Service.
- M. Employees shall not be allowed to work during their scheduled lunch period nor shall the fifteen (15) minute rest break(s) be waived in order to meet any established core time requirements. Employees participating in a modified work schedule remain entitled to one (1) fifteen (15) minute rest break in the morning and one (1) fifteen (15) minute rest break in the afternoon.
- N. When non-exempt employees working modified schedules are required by management to participate in training or special meetings, existing work schedules may be adjusted in order to permit the employee to attend within a forty (40) hour workweek. Code Two employees shall be notified as soon as administratively possible of adjustment of work hours. Code One employees shall be notified of changes to their work schedule no less than 96 hours prior to the beginning of the pay period to be worked.
- O. Where seasonal workloads are heavy necessitating uniform reporting and quitting time, participation in the program may be temporarily suspended by the bureau.
- P. In emergency situations of an unforeseen nature, the employee's supervisor may unilaterally adjust the employee's work schedule to meet

1 the emergency needs. This is inclusive of calling the employee back to
2 work on their day off. Where such occurs, eligible employees who qualify
3 for over time will be paid overtime according to appropriate regulations.
4

- 5 Q. The Appointing Authority may modify, waive, delete, add to, or amend any
6 of the existing provisions contained herein.
7

8 **III. Implementation of Guidelines**
9

- 10 A. Bureaus will determine whether or not they will participate in the modified
11 work schedule program.
12
13 B. Employees must submit a request for participation in the modified work
14 schedule program to their supervisor within thirty calendar days of the
15 start of the program within their bureau.
16
17 C. Consideration for modified work schedule requests will be made on a first
18 come first serve basis. Where conflict exists in scheduling employees
19 who have submitted their requests at the same time, the employee with
20 the most total continuous state service will receive preference on their
21 request. Employees shall submit renewal requests by January 1 of the
22 new year.
23
24 D. Bureaus will be responsible for ensuring that effective and efficient service
25 will be maintained in the use of any approved modified work schedule.
26
27 E. Supervisors will forward all modified work schedule requests through
28 approved administrative procedures within their bureaus, together with
29 their recommendations.
30
31 F. Bureau personnel liaisons will notify the Office of Human Resources of the
32 approval or disapproval of the recommendations of the supervisors.
33
34 G. The Office of Human Resources will be responsible for final approval or
35 disapproval of the request for modified work schedule.
36
37 H. Notice of the final decision will be sent to the bureau personnel liaison who
38 will be responsible for notifying the employee and supervisor.
39
40

41 **ARTICLE 15**
42

43 **SECTION E SCHEDULING OF COMPENSATORY TIME**
44

45 The Department recognizes that Michigan Rehabilitation Services has a current
46 practice of accumulation and use of compensatory time with appropriate supervisory

1 approval. MSEA employees in Michigan Rehabilitation Services shall be allowed to
2 continue the practice of accumulation and use of compensatory time.

3
4 Should these employees accept another position within DLEG, outside of Michigan
5 Rehabilitation Services, that does not have a compensatory time practice; they will
6 no longer be eligible for compensatory time. Upon separation from employment or
7 job change outside of Michigan Rehabilitation Services, that does not use or
8 recognize compensatory time, those employees with existing compensatory credits
9 shall be paid at the employee's current hourly rate.

10
11 **The Following Existing Procedure Shall Be Maintained:**

12
13 Compensatory time credit may be granted in lieu of overtime payments, by mutual
14 agreement between the employee and the employee's supervisor, for those hours
15 worked with supervisory approval in excess of eight (8) hours in a day or forty (40)
16 hours in a week at the rate of one and one-half (1 1/2) hours.

17
18 These hours will be banked in the "compensatory leave" column in the HRMN
19 system with an eighty (80) hour cap and will be used before using annual leave
20 unless the employee is at the annual leave cap. End of fiscal year balances will be
21 carried forward to the next fiscal year. When the Employer does not permit the
22 employee to use accrued compensatory time credits within a six-month time period
23 as specified below, the employee may apply for payment of those hours twice within
24 a fiscal year. For compensatory time credits earned between October 1 and March
25 30 for which utilization was denied by the Employer, payment may be requested at
26 the beginning of the next pay period. For compensatory time credits earned
27 between April 1 and September 30 for which the employer denied utilization,
28 payment may be requested between September 15-30.

29
30
31 **SECTION F OVERTIME**

32
33 For all DLEG Overtime-Eligible MSEA Employees:

34
35 It is the general practice of the Department of Labor and Economic Growth to
36 equalize overtime to the extent possible.

37
38 The parties understand that overtime sometimes requires a specific individual or
39 group of individuals to perform the overtime work, or that the overtime to be worked
40 is of a short duration. In such situations, overtime will be distributed as equally as
41 practicable to employees who normally perform the work.

42
43 In all circumstances, supervisory approval must be obtained prior to the employee
44 working overtime. When overtime occurs, advance verbal or written notice will be
45 given to employees whenever possible. The parties recognize, however, that
46 situations may arise when advance notice is not possible.

1
2 If problems arise regarding equal distribution of overtime, the maintenance and
3 contents of overtime postings and defining of equalization units may be brought to a
4 Bureau/Office level Labor Management meeting for resolution. The Department
5 agrees that it will make every effort to resolve an equalization problem that is
6 brought to its attention. The union is not precluded from filing a grievance over
7 problem(s) of equalization, whether or not the issue has been discussed at a Labor
8 Management meeting.

9
10 For Michigan Rehabilitation Services, the following procedure shall be maintained:

11
12 Covered employees are entitled to the premium rate of time and one-half (1 1/2) as
13 specified in Article 15, only when they are on an approved work schedule designated
14 by the employer as authorized overtime.

15 16 **Voluntary Overtime**

17
18 When employee volunteers exceed the overtime opportunity (ies) available, class
19 series overtime rosters will be maintained by local management for the purpose of
20 assuring equal opportunity for available overtime. In this case, voluntary overtime
21 will be offered on a rotation schedule to the most senior (continuous service hours)
22 employee from the appropriate list. If the employee(s) who would be offered
23 overtime on a rotational basis does not have the job skills to perform the overtime
24 assignment, or is inexperienced in regard to the assignment, the local manager will
25 offer overtime to the next most senior worker who would be able to perform the
26 needed assignment.

27
28 The employee who is bypassed for this reason will remain on the top of the
29 rotational roster until they are offered overtime. Employees who refuse a voluntary
30 overtime assignment will lose their position on the overtime roster.

31
32 In cases where employees are needed to work overtime out of their specific class,
33 qualified volunteers will be solicited and arranged on a list, which will be ranked in
34 seniority order. Overtime in this case will be offered on a rotating basis to the most
35 senior volunteer.

36 37 **Mandatory Overtime**

38
39 Should mandatory overtime become necessary and this overtime does not require
40 the participation of all employees in a class series, the overtime will be assigned to
41 the least senior employee who has the job skills or experience to handle the
42 assignment. The same rotational roster(s) shall be used for mandatory overtime that
43 is used for voluntary overtime.

44
45 For the Liquor Control Commission and the Bureau of Construction Codes and the
46 Bureau of Fire Services:

1
2 The Department shall prepare an overtime report listing employee names and hours
3 of overtime worked. The report shall be posted at each district or region office and
4 made available to field employees upon request. The overtime report shall be
5 updated quarterly.
6
7

8 **ARTICLE 18**

9 10 **SECTION A 3 UNION REPRESENTATIVES AND JURISDICTIONS**

11
12 MSEA shall be allowed to designate stewards to represent employees at a work
13 location covered by the Agreement. The steward's jurisdictional area is the same as
14 the work location. Where no steward is available at the work location the employee
15 will be represented by: (1) the nearest Steward, Chief Steward, or temporary
16 representative from within the Department as designated by MSEA, and/or (2) by an
17 MSEA staff representative.
18
19

20 **SECTION A 7 DEPARTMENT CAUCUS SPOKESPERSON**

21
22 The jurisdiction of Department caucus spokespersons shall be statewide. The
23 release of the Department caucus spokespersons shall be in the same manner as
24 referenced in Article 18.C.
25
26

27 **SECTION B CHIEF STEWARDS**

28
29 The jurisdiction of the Chief Stewards will be their Bureau within the Department.
30 Where no steward is available at the work location, the employee will be represented
31 by: (1) the nearest Steward, Chief Steward or temporary representative from within
32 the Department as designated by MSEA, and/or (2) by an MSEA staff
33 representative.
34
35

36 **ARTICLE 19**

37 38 **SECTION A LABOR MANAGEMENT MEETINGS**

39
40 A party requesting a Labor Management meeting shall make the request in writing
41 and attach a proposed agenda listing the specific issues to be discussed. A meeting
42 shall be scheduled within 30-days of the original request for the meeting. Either
43 party may propose in writing the addition of agenda items no less than 7-days before
44 the scheduled meeting date unless there is agreement to waive this time
45 requirement.
46

1 The disposition of agenda items will be reduced to writing by both parties and
2 exchanged within 10 working days. The MSEA Department
3 spokesperson/designated representative and the Department representative will
4 both sign the agreed upon version of the minutes of the Labor Management
5 Meeting.

6 7 8 **SECTION B** **NUMBER OF REPRESENTATIVES AT LABOR** 9 **MANAGEMENT MEETINGS**

10
11 MSEA will be entitled to up to six (6) representatives at Departmental Level Labor
12 Management meetings who shall travel and attend such meetings, without loss of
13 pay up to a maximum of eight (8) hours. With mutual agreement additional
14 employee representatives may, on a case-by-case basis, attend a scheduled Labor
15 Management meeting if their attendance would be necessary to discuss a specific
16 agenda item without loss of pay.

17 18 19 **SECTION C** **SCHEDULING OF LABOR MANAGEMENT MEETINGS**

20
21 Labor Management Meetings shall be scheduled quarterly. Where no items are
22 placed on the agenda at least 14 calendar days in advance of a scheduled meeting,
23 such meeting need not be held.

24
25 Mutually agreed upon meetings outside of the schedule as provided above, will be
26 scheduled as close as possible from the date the agenda was submitted to the
27 Office of Human Resources or to MSEA. However, such meetings shall be held
28 within seven (7) calendar days (or mutually agreed upon date) from such
29 submission.

30
31 Scheduling of Labor Management meetings at the local level shall be as needed,
32 upon request of either party when the issues are not proper subjects for
33 Departmental Level Labor Management Meetings. Bureau/Division/Office level
34 meetings shall be limited to no more than six (6) per year.

35 36 37 **SECTION D** **PAY STATUS OF MSEA REPRESENTATIVES**

38
39 At Bureau/Office Level Labor Management meetings, MSEA will be entitled to four
40 (4) representatives. Those representatives on administrative leave shall be from
41 that Bureau.

42
43 At the Division level MSEA will be entitled to two (2) representatives plus the caucus
44 spokesperson. These representatives shall travel and attend such meetings without
45 loss of pay, up to a maximum of eight (8) hours.

ARTICLE 22

SECTION F PROTECTIVE CLOTHING

The following shall be provided within the Department of Labor and Economic Growth:

The employer will provide two (2) smocks per year to Reproduction Machine Operators should they desire the use of smocks. Smocks are not required apparel by the employer.

The Department will provide one pair of protective boots, one pair of leather gloves (or an equally protective type) and protective outerwear (raincoat) for those employees assigned to fire investigations in the Liquor Control Commission.

Lift/Ride Inspectors in the Bureau of Commercial Services will be furnished protective overalls, gloves and cap for summer use. They will be furnished insulated footwear, snowmobile type coveralls, hat and gloves for winter use.

In the Bureau of Construction Codes and Bureau of Fire Services, Bargaining unit members who inspect at construction sites shall receive upon request, a pair of insulated or uninsulated coveralls for protection, such as Carhartt, Dickies or other comparable brand. Employees within the Bureau of Construction Codes who perform inspections at sawmills, oil wells, and logging operations shall receive upon request, an insulated jacket or coat, like Carhartt or Dickies, or other comparable brand, in lieu of coveralls, when they are exposed to cold and severe weather conditions for a prolonged period of time.

In the Michigan Occupational Safety and Health Administration, Construction Safety Inspectors in the Construction Safety and Health Division and CET Division Onsite Consultation Unit that provide services to the construction industry and Safety Inspectors in the General Industry Safety and Health Division and CET Division Onsite Consultation Unit who inspect sawmills, oil wells, and logging operations shall receive either insulated coveralls or an insulated jacket, like Carhartt or Dickies, or other comparable brand, when they are exposed to cold and severe weather conditions for a prolonged period of time. Employees shall be reimbursed for this insulated clothing provided they have obtained supervisory approval. Also, employees currently receiving or eligible to receive protective or safety equipment will continue to receive such equipment in accordance with applicable MIOSHA standards.

In Michigan Rehabilitation Services the types of apparel items shall include, but not be limited to, chemical protective clothing, seasonal protective clothing, hard hats, safety toed shoes or boots, safety glasses, fire suppression and welding protective apparel. Seasonal protective clothing shall include; but not limited to rain suits,

1 gloves of need, insulated coats, insulated pants, and insulated and rubber boots.
2 Replacement seasonal protective clothing shall be on an annual exchange basis as
3 needed. The employer shall meet annually with local MSEA representatives to
4 determine items needing replacement and shall order/purchase such items in a
5 timely manner to assure receipt of the articles by the time they are needed.

6
7 When protective clothing is commonly shared by unit staff, additional items will be
8 made available to accommodate individual sizes. Any items to be shared will be
9 appropriately maintained by the Department.

10
11 Where protective items are required by rules, regulations or the PPE Assessment for
12 a particular job duty, no employee will be required to perform that duty without being
13 provided with those items.

14
15 Any determination of protective items necessary in this agreement will not be
16 considered to be all-inclusive as new regulations may present different needs.

17
18 Other Bargaining Unit Members will be furnished on an as needed basis, protective
19 clothing and equipment in accordance with MIOSHA standards.

20
21 If problems concerning protective clothing arise and are not resolved at local Labor
22 Management meetings, this issue will be addressed at the Departmental Labor
23 Management meeting.

24
25 Personal protective equipment (PPE) assessments are required by MIOSHA
26 Regulations, Part 33. Equipment determined to be required by personal protective
27 equipment assessment will be provided by the employer. An employee shall use all
28 of the personal protective equipment provided by the employer. The employer shall
29 provide replacement equipment if necessary due to wear and tear on the previous
30 equipment or if the equipment is lost due to the work environment. Otherwise, the
31 employee will pay for replacement of such equipment. (See Appendix A)

32 33 34 **SECTION I CONTAGIOUS DISEASES**

35
36 The Michigan Career and Technical Institute will evaluate and determine whether
37 MSEA employees require protective garments or devices. The specific garments or
38 devices to be provided will be recommended by the Michigan Career And Technical
39 Institute Safety Committee. Those garments and devices needed will be provided
40 by the Employer. MSEA will have the right to appoint one (1) member to the Safety
41 Committee.

42 43 44 **SECTION J 2 HEALTH AND SAFETY COMMITTEE**

1 The Employer and MSEA agree to maintain a Central Health and Safety Committee
2 for the Department of Labor and Economic Growth. It is recognized that Health and
3 Safety issues are appropriate topics for discussion at Labor Management meetings,
4 and may be discussed in that forum initially. If it is necessary to convene the Central
5 Committee at the request of either party because of the need for additional
6 discussion, MSEA may appoint one (1) representative from each bargaining unit
7 who will be on leave without loss of pay while at committee meetings.

10 **ARTICLE 29**

12 **TRAINING**

14 The Employer shall determine what training is necessary. The Employer agrees to
15 provide such training to enable employees to effectively deal with circumstances
16 normally met on the job.

18 Whenever new technology, specialized equipment, or procedures for performing job
19 functions are changed, the Employer agrees to provide instructions or training in
20 order to enable employees to fulfill the job requirements.

22 Management will determine what job functions have been changed or altered and
23 provide such training to the employees.

25 Civil Service Training Schedules are published quarterly. These schedules are
26 available on the Civil Service website. If an employee does not have access to the
27 schedules through the website, the employee may make a request to review the
28 schedules, and the employer will make them available for review. If the employee
29 wishes to attend a training session, it is the employee's responsibility to submit a
30 written request to their supervisor. Attendance at such training sessions is at the
31 discretion of the employer.

33 If the Department requires an employee to attend a training program and/or if the
34 employee is required by the employer to renew registration or certification as a part
35 of continued employment, the employer will pay for such training and/or fees for
36 registration or certification renewal.

39 **ARTICLE 35**

41 **SECTION A CLOTHING**

43 The current Department practices, regarding required wearing apparel and cleaning
44 of garments shall remain in effect.

1 **SECTION F LOUNGE AND/OR EATING AREAS**

2
3 The Department agrees to maintain separate lounge and/or eating areas where
4 current practice so provides in accordance with all provisions of Article 35, Section
5 F.
6

7
8 **ARTICLE 39**
9

10 **SECTION I SCHEDULING ANNUAL LEAVE**

11
12 A vacation is defined as at least five (5) consecutive days of annual leave usage. In
13 the event more than one employee requests leave on the same day or the same
14 time period, determination shall be made by seniority. Otherwise, the request will be
15 granted on a first come, first served basis.
16

17 When an employee has submitted a written request for annual leave, the supervisor
18 will respond within five (5) workdays of receipt of the written request. If an
19 employee's written request for annual leave is denied, a written explanation for such
20 denial will be provided upon employee request.
21

22 In the event a Bureau requires its employees to submit annual leave requests by a
23 specified date, determination shall be based on seniority.
24

25 The employee may file an appeal directly to step 2 with a request for an expedited
26 answer if a request for annual leave is denied or rescinded or no response has been
27 provided.
28

29
30 **ARTICLE 49**
31

32 **SECTION D PERMANENT-INTERMITTENT & PART-TIME**

33
34 Layoff of Permanent-Intermittent and Part-Time employees shall be in accordance
35 with Article 12 of the Primary Agreement.
36

37 **RECALL**
38

39 Permanent-Intermittent and Part-Time employees shall be eligible for recall
40 according to Article 12; except that they shall maintain a right of recall to a
41 Permanent-Intermittent or Part-Time position if they have accepted recall to a full-
42 time position.
43

44 Removal of names from a Permanent-Intermittent or Part-Time list shall be in
45 accordance with Article 12.
46

SCHEDULING

The scheduling of Permanent-Intermittent and Part-Time employees shall continue according to current practice.

Upon request Permanent-intermittent employees with status who have worked 2,080 hours in a fiscal year, may be placed in a permanent full time position in accordance with the MSEA Collective Bargaining Agreement.

The Department shall not schedule or furlough a permanent-intermittent employee for the express purpose of avoiding the accumulation of 2,080 consecutive hours of service.

APPENDIX A

R. 408.13308 Hazard assessment and equipment selection

Rule 3308

- (1) An employer shall access the workplace to determine if hazards that necessitate the use of personal protective equipment are present or are likely to be present. If the hazards are present or are likely to be present then the employer shall do all of the following:
 - a) Select, and have each affected employee use, the types of personal protective equipment that will protect the affected employee from the hazards identified in the hazard assessment.
 - b) Communicate selection decisions to each affected employee.
 - c) Select the personal protective equipment that properly fits each affected employee.
- (2) An employee shall verify that the required workplace hazard assessment has been performed through a written certification which identifies the document as a certification of hazard assessment and which specifies all of the following information:
 - a) The workplace evaluated.
 - b) The person who certifies that the evaluation has been performed.
 - c) The date of the hazard assessment.
- (3) Defective or damaged personal protective equipment shall not be used.